

**IN THE GENERAL DIVISION OF
THE HIGH COURT OF THE REPUBLIC OF SINGAPORE**

[2026] SGHC 8

Originating Application No 738 of 2025 (Summons No 2234 of 2025)

Between

South of England Protection and
Indemnity Association (Bermuda)
Limited (in liquidation)

... Applicant

And

Pacmar Shipping Pte Ltd

... Defendant

GROUNDS OF DECISION

[Arbitration — Enforcement — Foreign award — Whether enforcement was time barred under s 6(1)(c) of the Limitation Act 1959 (2020 Rev Ed)]

[Arbitration — Enforcement — Foreign award — Whether the claims in the arbitration were time barred]

[Arbitration — Enforcement — Foreign award — Whether the defendant had proper notice of the arbitration and was able to present its case]

[Arbitration — Enforcement — Foreign award — Whether the doctrine of laches is applicable]

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**South of England Protection and Indemnity Association
(Bermuda) Ltd (in liquidation)**

v

Pacmar Shipping Pte Ltd

[2026] SGHC 8

General Division of the High Court — Originating Application No 738 of
2025 (Summons No 2234 of 2025)

Sushil Nair JC

16 October, 5 November 2025

12 January 2026

Sushil Nair JC:

Introduction

1 HC/OA 738/2025 (“Recognition Application”) is an application by South of England Protection and Indemnity Association (Bermuda) Ltd (in liquidation) (“Applicant”) seeking permission to recognise and enforce an arbitration award (“Award”) issued in its favour against Pacmar Shipping Pte Ltd (“Defendant”) in the same manner as a judgment or an order to the same effect, and for judgment to be entered against the Defendant in the terms of the Award. The Award was issued on 17 July 2019 by a sole arbitrator, Mr Ian Gaunt (“Arbitrator”), pursuant to an *ad hoc* arbitration (“Arbitration”) between the Applicant and the Defendant.

2 I set out the relevant prayers in the Recognition Application for reference:

...

1. Pursuant to sections 19 and 29 of the International Arbitration Act 1994, permission be granted to recognise and enforce an arbitration award (“Award”) issued by the sole arbitrator, Mr Ian Gaunt, on 17 July 2019 in an ad hoc arbitration between the abovenamed Applicant and Defendant subject to the LMAA terms 2017 in the same manner as a Judgment of the High Court or an order to the same effect, and to enter judgment against the Defendant in the following terms of the Award:

a. Pacmar is liable and shall forthwith pay to SEPIA the amount claimed that is to say: USD82,332.40 in respect of unpaid calls; and

b. Pacmar is liable and shall forthwith pay to SEPIA interest due to 10 July 2017 in the amount of USD44,854.17.

c. Pacmar is liable and shall pay to SEPIA forthwith on submission of the relevant calculation interest on the total amount due as at 10 July 2017, namely USD127,186.57 at the rate of 5% above the 6-month-USD-LIBOR rate compounded monthly;

d. Pacmar shall pay to SEPIA its costs of the arbitration, to be agreed or, in default of agreement, to be determined by the Tribunal;

e. Pacmar shall pay the Tribunal’s costs of this award which the Tribunal assessed at GBP1,800.00 and, if such costs shall have first been paid by SEPIA, Pacmar shall forthwith on demand reimburse to SEPIA the costs paid;

f. Pacmar shall pay interest on the costs of SEPIA as agreed or determined from the date of such agreement or determination until payment at the rate of 5% per annum compounded with quarterly rests from the date the amount was due until the date of payment.

2. Pursuant to Order 48 Rule 6(5) of the Rules of Court 2021, the Defendant may apply to set aside the order to be made herein within 14 days after service in Singapore of the order on the Defendant, or if the order is served out of jurisdiction, within 21 days after service of the order on the

Defendant, and the Award shall not be enforced until after the expiration of that period, or if the Defendant applies within that period to set aside the order, until after that application is finally disposed of;

...

3 On 16 July 2025, the Recognition Application was allowed pursuant to HC/ORC 4089/2025 (“Recognition Order”).

4 The Defendant subsequently filed HC/SUM 2234/2025 (“Setting Aside Application”) which is an application to, amongst others, set aside the Recognition Order and/or for enforcement of the Award to be refused. That was the matter for determination before me.

5 After considering the parties’ written and oral submissions, I dismissed the Setting Aside Application and provided brief grounds.

6 The Defendant has since filed an appeal. I now set out the full grounds of my decision.

Background

7 The Applicant is a company incorporated in Bermuda that is currently in liquidation.¹ Before it entered liquidation, it operated as a protection and indemnity club which provided insurance coverage for third party liabilities that arose out of shipping operations carried out on behalf of its insured members.²

¹ Affidavit of Teo Ho Hong (Johnson) dated 15 July 2025 (“THH”) at para 5.

² THH at p 17 (para 2).

8 The Defendant is a company incorporated in Singapore and operates in the shipping industry.³ Its principal business is acting as a shipping agent for vessels calling in Singapore.⁴

9 The Applicant and the Defendant entered into various contracts of insurance for different vessels for the policy years 2008 and 2009.⁵ In the “Certificate of Entry” that was issued for each contract of insurance, it was stated that the Applicant’s Rules of Association (“Rules”) are applicable.⁶ The Defendant was also named in each Certificate of Entry as either a “Member” or a “Joint Entrant”.⁷ The Applicant took the position, as evidenced by the Certificates of Entry, that the Defendant is a party to the contracts of insurance and is liable for all calls and supplementary calls made in accordance with the Rules for the stated policy years.⁸ The Rules further provided for any unresolved disputes relating to the contracts of insurance to be referred to arbitration in London.⁹

The Arbitration

10 The Applicant commenced arbitration against the Defendant in 2017, on the basis that the Defendant had breached the contracts of insurance by failing to pay the insurance calls and supplementary calls it was liable for when they

³ THH at para 6 and p 29.

⁴ Affidavit of Emrah Pehlivan dated 8 August 2025 (“EP”) at para 1; Defendant’s written submissions dated 10 October 2025 (“DWS”) at para 4.

⁵ THH at para 7 and p 17 (para 4).

⁶ THH at para 8.

⁷ THH at pp 39–45.

⁸ THH at para 10(a).

⁹ THH at para 9(d) and 10(b) and p 19 (para 8).

were due in accordance with the Rules.¹⁰ The notice of arbitration was sent by the Applicant to the Defendant on 31 May 2017 by way of e-mail and courier to the Defendant's registered office.¹¹ The Applicant appointed the Arbitrator as its arbitrator for the purposes of the Arbitration. The Arbitrator was eventually appointed as the sole arbitrator as the Defendant failed to appoint an arbitrator when called upon to do so.¹²

11 In the Arbitration, the Applicant initially claimed against the Defendant for the total sum of US\$207,544.01.¹³ This amount was then revised to US\$82,332.40 as the Applicant accepted that some of the sums claimed were time barred.¹⁴

12 The Applicant served its claim submissions on 10 July 2017.¹⁵ The Defendant failed to serve its defence and any counterclaim submissions when ordered by the Arbitrator to do so.¹⁶ The Arbitrator thus proceeded with the Arbitration on the basis of the Applicant's claim submissions.¹⁷

¹⁰ THH at p 19 (para 7).

¹¹ THH at p 20 (para 10).

¹² THH at p 20 (para 10).

¹³ THH at p 19 (para 7).

¹⁴ THH at p 24 (paras 18 and 20).

¹⁵ THH at p 20 (para 11).

¹⁶ THH at pp 20–21 (paras 11–12).

¹⁷ THH at p 21 (para 13).

13 The Award was issued on 17 July 2019. The Arbitrator found in favour of the Applicant as the Defendant had failed to explain why it did not pay the amounts claimed to be due.¹⁸ Accordingly, the Arbitrator ordered that:¹⁹

- (a) the Defendant shall pay the Applicant the amount claimed, *ie*, US\$82,332.40, in respect of unpaid calls;
- (b) the Defendant shall pay the Applicant interest due to 10 July 2017 in the amount of US\$44,854.17;
- (c) the Defendant shall pay the Applicant on submission of the relevant calculation interest on the total amount due as at 10 July 2017, *ie*, US\$127,186.57, at the rate of 5% above the 6-month-USD-LIBOR rate compounded monthly;
- (d) the Defendant shall pay the Applicant its costs of the arbitration;
- (e) the Defendant shall pay the Arbitrator's costs of the Award; and
- (f) the Defendant shall pay interest on the costs of the Applicant at the rate of 5% per annum compounded with quarterly rests from the date the amount was due until the date of payment.

Procedural history

14 The Defendant failed to satisfy the Award. The Applicant filed the Recognition Application on 15 July 2025. The Recognition Application was

¹⁸ THH at p 25 (para 25).

¹⁹ THH at p 26 (para 29).

made pursuant to ss 19 and 29 of the International Arbitration Act 1994 (2020 Rev Ed) (“IAA”). The Recognition Order was made on 16 July 2025.

15 The Defendant then filed the Setting Aside Application on 8 August 2025.

The Setting Aside Application

16 In the Setting Aside Application, the Defendant submitted that the Recognition Order should be set aside and/or enforcement of the Award should be refused on the following grounds:

(a) First, enforcement of the Award was time barred under s 6(1)(c) of the Limitation Act 1959 (2020 Rev Ed) (“Limitation Act”).²⁰

(b) Second, the Applicant’s claims in the Arbitration were themselves time barred at the time the Arbitration was commenced.²¹

(c) Third, the Defendant was not given proper notice of the Arbitration or was otherwise unable to present its case.²²

(d) Fourth, the doctrine of laches applies in this case due to the Applicant’s six-year delay in seeking enforcement of the Award, which has caused serious prejudice to the Defendant.²³

17 I did not accept the Defendant’s submissions. My reasons are as follows.

²⁰ DWS at paras 12–31.

²¹ DWS at para 32.

²² DWS at paras 33–36.

²³ DWS at paras 37–50.

Whether enforcement of the Award was time barred under s 6(1)(c) of the Limitation Act

18 First, the Defendant submitted that enforcement of the Award was time barred pursuant to s 6(1)(c) of the Limitation Act. Section 6(1)(c) provides as follows:

Limitation of actions of contract and tort and certain other actions

6.—(1) Subject to this Act, the following actions shall not be brought after the expiration of 6 years from the date on which the cause of action accrued:

...

(c) actions to enforce an award;

...

19 The Defendant took the position that the statutory limitation period for enforcement of the Award started to run on the date the Award was issued, *ie*, 17 July 2019. In accordance with s 6(1)(c) of the Limitation Act, the limitation period would thus expire six years after that date, on 17 July 2025. Although the Recognition Order was obtained on 16 July 2025, *ie*, before the expiry of the limitation period, it expressly provided that enforcement of the Award could only take place 14 days after the Recognition Order was served on the Defendant or until any application to set aside the Recognition Order had been disposed of. Given that the Recognition Order was only served on the Defendant on 18 July 2025,²⁴ the Award could only be enforced – at the earliest – on 1 August 2025. That would be after the relevant limitation period had lapsed.²⁵

²⁴ EP at para 6.

²⁵ DWS at para 13.

20 The Defendant further argued that registration of an award as a judgment would not extend the limitation period under s 6(1)(c) of the Limitation Act. Otherwise, it would allow the Applicant to circumvent the statutory limitation period and would lead to an “absurd consequence” that generates uncertainty:²⁶

(a) An award could be registered as a judgment anytime within the six-year limitation period pursuant to s 6(1)(c) of the Limitation Act.

(b) Thereafter, an action upon that judgment could be brought anytime within the 12-year limitation period pursuant to s 6(3) of the Limitation Act.

(c) This would, in effect, allow for an arbitral award to have a limitation period that extends up to 18 years.

21 In addition, the Defendant contended that even if the Recognition Order had been obtained by the Applicant within the six-year limitation period, the Applicant would subsequently still have to avail itself of the various enforcement mechanisms for Singapore judgments to properly enforce the Recognition Order. The same limitation issue would therefore arise again when the Applicant seeks to execute or enforce the Recognition Order pursuant to the enforcement machinery of the court.²⁷ In other words, the Defendant took the view that the six-year limitation period under s 6(1)(c) of the Limitation Act extends to proceedings to enforce an arbitral award after that award had been validly registered as a court judgment within the relevant limitation period. Thus, allowing the Recognition Order to stand would constitute an abuse of

²⁶ DWS at para 22; Defendant’s supplementary written submissions dated 21 October 2025 (“DSWS”) at paras 7–15.

²⁷ DWS at para 24.

process and would not be in accordance with the Ideals of the Rules of Court 2021 as it would, among other things, result in delay and increase in costs. Furthermore, given that the Applicant had not provided any cogent explanation for its near six-year delay in seeking enforcement of the Award and interest on the claimed sum has compounded significantly, enforcement of the Award would be both inequitable and procedurally inefficient.²⁸

22 I was not able to accept the Defendant’s submission that enforcement of the Award was time barred under s 6(1)(c) of the Limitation Act. It cannot be disputed that the Applicant commenced the Recognition Application within six years of the date of issuance of the Award (see [19] above). Although the Recognition Order does state that the Award cannot be enforced until 14 days after the order was served on the Defendant or until after any application to set aside the order was disposed of, I did not think that had any bearing on the fact that the Recognition Order had been obtained within the statutory limitation period.²⁹ In the final analysis, what mattered was that the action to enforce the Award, *ie*, the Recognition Application, had been brought within the six-year limitation period under s 6(1)(c) of the Limitation Act.

23 Moreover, it is important to recognise that the law draws a distinction between (a) the substantive right to sue for and obtain a judgment; and (b) the procedural machinery for enforcing a judgment that has already been obtained (*Tan Kim Seng v Ibrahim Victor Adam* [2004] 1 SLR(R) 181 (“*Tan Kim Seng*”) at [27]–[29]; *Teh Siew Hua v Tan Kim Chiong* [2010] 4 SLR 123 (“*Teh Siew Hua*”) at [12]–[34]; *Desert Palace Inc v Poh Soon Kiat* [2009] 1 SLR(R) 71

²⁸ DWS at paras 25–31; DWS at paras 16–19.

²⁹ Hearing transcript dated 16 October 2025 (“Transcript”) at p 21, line 9.

(“*Desert Palace*”) at [59]–[68]). Limitation periods – which are concerned with preventing stale claims, relieving potential defendants of the uncertainty of potential claims against them, and removing the injustice of increasing difficulties of proof as time goes by – are only applicable to the former, not the latter (*Desert Palace* at [60], citing Mummery LJ in *Ridgeway Motors (Isleworth) Ltd v ALTS Ltd* [2005] 1 WLR 2871 at [31]). While *Tan Kim Seng, Teh Siew Hua* and *Desert Palace* were concerned with s 6(3) of the Limitation Act which relates to actions on a judgment, I took the view that they were equally applicable to a situation where a court judgment was obtained following an application to enforce an arbitral award.

24 To put it another way, there is a difference between (a) the registration of the arbitral award itself as a judgment of the court; and (b) the enforcement or execution of such a judgment (see *Christopher Martin Boyd v Deb Brata Das Gupta* [2014] 9 CLJ 887 (“*Deb Brata (FC)*”) at [23]). In my view, the six-year limitation period under s 6(1)(c) of the Limitation Act is only applicable when an applicant is seeking to register and enforce an arbitral award as a judgment of the Singapore court, and not when that applicant is seeking to enforce or execute the court judgment that they have obtained as a result of the award. Indeed, it cannot be said that the statutory limitation period is circumvented or extended after an award has been registered and enforced as a judgment. That is because subsequent enforcement proceedings in respect of that judgment are not subject to the constraints of the Limitation Act. If it were otherwise – such that the limitation period applied to the enforcement of court judgments – that might incentivise judgment debtors to devise ways to delay and avoid paying judgment debts. Such a consequence was pointed out by Chan Seng Onn J in *Desert Palace* (at [65]):

... If a limitation period were to exist for execution of a judgment, then a clever judgment debtor can simply avoid payment of the judgment debt by hiding his assets well and keeping them out of reach of the judgment creditor as long as possible by using the international financial and banking systems and setting up shell companies or trusts in overseas jurisdictions to hold and hide his assets. The existence of a time bar for procedural execution may incentivise a judgment debtor to frustrate the judgment creditor's search for his assets until the execution on the judgment against him is time barred. Passage of time should not on principle be allowed to morph into an instrument to extinguish a judgment debt and make a mockery of the execution process on a judgment of the court.

25 It therefore did not matter that the Applicant had not yet commenced enforcement proceedings in respect of the Recognition Order and would only do so after the limitation period expired on 17 July 2025. This is because the statutory limitation period in s 6(1)(c) of the Limitation Act no longer applied once the Applicant had commenced the Recognition Application and the Recognition Order was granted. Thus, the Defendant's submission that enforcement of the Award was time barred could not stand.

26 Before I turn my attention to the next issue, I make a few comments regarding two authorities which the Defendant relied on to support its position: the Malaysian Court of Appeal case of *Deb Brata Das Gupta v Christopher Martin Boyd* [2014] 4 MLJ 590 ("*Deb Brata (CA)*") and the English Court of Appeal case of *National Ability SA v Tinna Oils and Chemicals Ltd* [2010] Bus LR 1058 ("*National Ability*").³⁰

27 In relation to the case of *Deb Brata (CA)*, it was highlighted to me at the hearing by counsel for the Applicant that it had been overturned by the Federal

³⁰ DWS at paras 16–19.

Court of Malaysia in *Deb Brata (FC)*.³¹ In its further written submissions, the Defendant sought to distinguish *Deb Brata (FC)* on the ground that the applicant in *Deb Brata (FC)* obtained an order to register the arbitral award as a judgment within the six-year limitation period. The Defendant submitted that, in contrast, the Applicant had not obtained a judgment pursuant to the Award within the six-year limitation period under s 6(1)(c) of the Limitation Act.³² I did not accept this submission. It is apparent from the Recognition Order that the Applicant had obtained a judgment against the Defendant within the six-year limitation period, as it states that “[j]udgment is entered against the Defendant in the following terms of the Award”.³³

28 In respect of the case of *National Ability*, I found the Defendant’s reliance on it to be misplaced. The Defendant relied on it to contend that “there is a clear distinction between an arbitration award and a judgment” (*National Ability* at [14]).³⁴ This was used to advance the argument that there is a difference between a judgment obtained from registering an arbitral award and a judgment obtained through usual court proceedings. However, I did not think that *National Ability* went as far as the Defendant asserted. The issue which *National Ability* dealt with was whether the six-year limitation period under s 7 of the Limitation Act 1980 (c 58) (UK) (“UK Limitation Act”) (*ie*, the equivalent of s 6(1)(c) of the Limitation Act) in respect of an action to enforce an award applied to applications to enforce an award in the same manner as a judgment under the procedure in s 26 of the Arbitration Act 1950 (c 27) (UK)

³¹ Transcript at p 33, lines 10–11.

³² DSWS at paras 4–6.

³³ HC/ORC 4089/2025 at para 1.

³⁴ DSWS at para 14.

(“UK Arbitration Act 1950”) and s 66 of the Arbitration Act 1996 (c 23) (UK) (“UK Arbitration Act 1996”) (*National Ability* at [1] and [4]). There was no specific discussion about whether subsequent proceedings to enforce an award, after it has been recognised and enforced as a court judgment, would be subject to s 7 of the UK Limitation Act.

29 Furthermore, the passage in *National Ability* (at [14]) which was cited by the Defendant had to be read in context:

I cannot accept that argument. In the first place there is a clear distinction between an arbitration award and a judgment. An arbitration agreement is in essence enforceable because of the implied contractual promise to pay an arbitration award contained in the arbitration agreement; all measures of enforcement essentially rest upon the contract. The provisions of section 26 of the [UK Arbitration Act 1950] and section 66 of the [UK Arbitration Act 1996] must be seen in that context. They are simply procedural provisions enabling the award made in consensual arbitral proceedings to be enforced. This is quite different to the pronouncement of a judgment by a court where the state through its courts has adjudged money to be due.

Indeed, this was a statement in response to the argument that s 24(1) of the UK Limitation Act (*ie*, the equivalent of s 6(3) of the Limitation Act) would apply to the “procedural provisions” to enforce an award in the same manner as a judgment (*ie*, s 26 of the UK Arbitration Act 1950 and s 66 of the UK Arbitration Act 1996). There was no mention of whether subsequent enforcement proceedings brought after an arbitral award had been converted to a judgment are subject to the time bar under the UK Limitation Act.

30 In light of the above, I was not persuaded by the Defendant’s submission that enforcement of the Award was time barred pursuant to s 6(1)(c) of the Limitation Act.

Whether the Applicant's claims in the Arbitration were time barred when the Arbitration was commenced

31 The Defendant also submitted that enforcement of the Award should be refused as the Applicant's claims in the Arbitration were time barred when the Arbitration was commenced.³⁵ This is because the claims were based on unpaid insurance calls from 2008 and 2009, while the Arbitration was only commenced on 31 May 2017, *ie*, more than six years later.

32 Preliminarily, I noted that this submission was not raised pursuant to any of the grounds for refusal of enforcement of foreign arbitral awards under ss 31(2) and 31(4) of the IAA. The grounds indicated in those subsections are exhaustive and the court has no residual discretion to refuse enforcement of the Award outside of those grounds (see s 31(1) of the IAA; *Aloe Vera of America, Inc v Asianic Food (S) Pte Ltd* [2006] 3 SLR(R) 174 at [46]). It was not clear to me which ground under ss 31(2) and 31(4) of the IAA the Defendant was seeking to rely on.

33 In any event, I took the view that the issue of whether the Applicant's claims in the Arbitration were time barred had already been considered and determined by the Arbitrator, who had found that some of the Applicant's original claims were time barred. The Award states as follows:³⁶

It was accepted that certain of the sums claimed were time barred given the date of the notice of arbitration and [the Applicant] has resubmitted its claim for an amount of USD82,332.40 exclusive of interest.

³⁵ DWS at para 32.

³⁶ THH at p 24 (para 18).

From the above, it is clear that the issue of whether the Applicant's claims were time barred was live in the Arbitrator's mind, and it is reasonable to assume that he had raised his concerns to the Applicant. Indeed, it would reasonably follow that that was the reason why the Applicant revised and reduced its claimed sum in the Arbitration from US\$207,544.01 to US\$82,332.40 (see [11] above).

34 In *BBA v BAZ* [2020] 2 SLR 453, the Court of Appeal held that issues of time bar arising from the expiry of statutory limitation periods go towards admissibility (*ie*, whether it is appropriate for the tribunal to hear the case), and not jurisdiction (*ie*, whether the tribunal has the power to hear the case) (at [73]–[74] and [82]). As a result, such issues are matters for the tribunal and not the court to decide. By making this submission, the Defendant was thus seeking to challenge a finding of the Arbitrator that related to the merits of the dispute. The Defendant's submission was in effect a challenge against the substantive merits of the Award. This is not one of the grounds under which a court can refuse to enforce a foreign arbitral award (see ss 31(2) and 31(4) of the IAA). Furthermore, the role of this court, *ie*, the court enforcing a foreign arbitral award, is not to sit as an appellate court and re-examine the merits of the Arbitrator's decision. Accordingly, I rejected the Defendant's submission that the Award should not be enforced as the Applicant's claims in the Arbitration were time barred when the Arbitration was commenced.

Whether the Defendant was not given proper notice of the Arbitration or was unable to present its case

35 The Defendant further submitted that enforcement of the Award should be refused as the Defendant did not have proper notice of the Arbitration and/or was unable to present its case. This submission was based on one of the grounds

under which a court can refuse enforcement of a foreign arbitral award, as set out in s 31(2)(c) of the IAA:

Refusal of enforcement

...

(2) A court so requested may refuse enforcement of a foreign award if the person against whom enforcement is sought proves to the satisfaction of the court that —

...

(c) the party was not given proper notice of the appointment of the arbitrator or of the arbitration proceedings or was otherwise unable to present the party's case in the arbitration proceedings;

...

36 The express wording of the provision makes clear that the burden is on the Defendant to establish, on a balance of probabilities, the ground for refusing enforcement of the Award under s 31(2) of the IAA (*Beijing Sinozonto Mining Investment Co Ltd v Goldenray Consortium (Singapore) Pte Ltd* [2014] 1 SLR 814 at [46]). Before me, the Defendant took the position that it did not have any record of it receiving any correspondence and documents relating to the Arbitration. This includes the notice of arbitration, the notice of appointment of the arbitral tribunal, and the Award. Moreover, the evidence showed that the Defendant did not participate in the Arbitration and did not have an opportunity to present its defence.³⁷

37 In my view, the Defendant failed to discharge its burden of proving that it did not have proper notice of the Arbitration and/or was unable to present its case. The Defendant would have had proper notice of the Arbitration if it had been adequately notified of the Arbitration such that it was given a full

³⁷ DWS at paras 33–36.

opportunity to participate in the same (*DEM v DEL* [2025] 1 SLR 29 at [29]). In this case, the Defendant accepted that its e-mail address is info@pacmar.com.sg.³⁸ Although one paragraph of the Award stated that correspondence relating to the Arbitration had been sent to info@pacmar.com,³⁹ a different e-mail address, the evidence indicated that multiple e-mails regarding the Arbitration were in fact sent to info@pacmar.com.sg:

(a) On 2 July 2017, the Arbitrator sent an e-mail to confirm his appointment as the sole arbitrator in the Arbitration. That e-mail was copied to info@pacmar.com.sg.⁴⁰

(b) On 24 October 2017 and 9 November 2017, the Arbitrator sent e-mails to a few recipients – including info@pacmar.com.sg – ordering the Defendant to serve its defence and counterclaim submissions in the Arbitration.⁴¹

(c) On 12 May 2018, the Arbitrator sent an e-mail to info@pacmar.com.sg, stating that the Defendant was barred from adducing any evidence or serving any defence or counterclaim submissions in the Arbitration.⁴²

(d) On 17 July 2019, the Arbitrator sent an e-mail to a few recipients – including info@pacmar.com.sg – attaching a copy of the Award.⁴³

³⁸ EP at para 23.

³⁹ THH at p 20 (para 12).

⁴⁰ Affidavit of Michael Morrison dated 31 August 2025 (“MM”) at p 20.

⁴¹ MM at pp 22–24.

⁴² MM at p 26.

⁴³ MM at p 30.

38 Moreover, an automated e-mail was sent from info@pacmar.com.sg on 6 November 2017, stating that an e-mail with the subject “The South of England Protection and Indemnity Association (Bermuda) Limited (in liquidation) vs Pacmar Shipping Pte Limited” had been read by the recipient, *ie*, info@pacmar.com.sg.⁴⁴

39 The above evidence therefore pointed away from the conclusion that the Defendant was not given proper notice of the Arbitration. Furthermore, the evidence showed that the Arbitrator did provide the Defendant with multiple opportunities to present its case. Indeed, on 24 October 2017 and 9 November 2017, the Arbitrator ordered the Defendant to file its defence and counterclaim submissions.⁴⁵ The Defendant, however, chose not to respond to any of the Arbitrator’s e-mails or to participate in the Arbitration.

40 Although the Defendant claimed that it was unable to locate any correspondence or documents relating to the Arbitration on its end, I did not think that this was sufficient to prove that the Defendant did not have proper notice of the Arbitration. This is because the Defendant had suffered a cyber-attack sometime in or around September 2019.⁴⁶ Indeed, the Defendant asserted, through its representative, that the cyber-attack caused it to lose all electronic corporate records and data it possessed before the attack.⁴⁷ This would include all records relating to the Arbitration, given that the Award had been issued on 17 July 2019. In addition, although the Defendant’s representative claimed that

⁴⁴ MM at p 25.

⁴⁵ MM at pp 22–24.

⁴⁶ EP at pp 18–20.

⁴⁷ EP at para 8.

she did not have any knowledge of the Award or the Arbitration, that did not provide much support for the Defendant's case, as she only joined the Defendant's employ in December 2021.⁴⁸ In my view, while the situation that the Defendant had found itself in might have been an unfortunate one, it did not assist the Defendant in discharging its burden of showing that it did not have proper notice of the Arbitration and/or was unable to present its case.

Whether the doctrine of laches applies in this case

41 Finally, the Defendant submitted that enforcement of the Award should be refused as the doctrine of laches applies to the present case. This is because the Applicant only sought to enforce the Award almost six years after it was issued, despite being aware of the relevant statutory limitation period. Moreover, no proper explanation had been given for this delay. As a result, the Defendant has been substantially prejudiced as the interest on the claimed sum of US\$82,332.40 has compounded monthly at an excessive rate to an amount exceeding US\$217,000. The Defendant was also not able to retrieve any correspondence or documents relating to the Arbitration or the contracts of insurance, due to the cyber-attack it suffered in or around September 2019. In these circumstances, the doctrine of laches should apply given that it would be unconscionable and unjust to allow the Award to be enforced.⁴⁹

42 As with its submission on the Applicant's claims in the Arbitration being time barred (see [31]–[32] above), the Defendant similarly did not indicate in its written submissions which of the exhaustive grounds for refusal of enforcement under ss 31(2) and 31(4) of the IAA it was relying on for its

⁴⁸ EP at para 7.

⁴⁹ DWS at paras 37–50.

submission in respect of the doctrine of laches. It was, however, alluded to by counsel for the Defendant at the hearing that this submission could fall under s 31(4)(b) of the IAA – that enforcement of the Award would be contrary to the public policy of Singapore. Be that as it may, I was unable to accept the Defendant’s submission that the doctrine of laches is applicable in this case. The doctrine of laches is equitable in nature; it is generally invoked to bar a claim for equitable relief where a substantial lapse of time has occurred and there exist circumstances making it inequitable to enforce the claim (*Esben Finance Ltd v Wong Hou-Lianq Neil* [2022] 1 SLR 136 (“*Esben Finance*”) at [113]). In contrast, the procedure to enforce and recognise an arbitral award pursuant to ss 19 and 29 of the IAA is a statutory mechanism – it is not an equitable claim or relief.

43 I was nevertheless mindful that the Court of Appeal in *Esben Finance* was somewhat open to accepting that the equitable doctrine of laches could extend beyond cases that involve claims for equitable relief (see *Esben Finance* at [121]). This exception, however, was prescribed for “common law claim[s] of a kind for which *no* limitation period applied” [emphasis in original]. The rationale for this was to cater for situations where the lack of a limitation period may lead to potential unfairness and prejudice. The Court of Appeal, however, did not expressly affirm the existence of such an exception in light of the concern that the court’s equitable jurisdiction and common law jurisdiction should not be conflated (*Esben Finance* at [122]). In my view, even if there existed such an exception to the general rule that the doctrine of laches only applies to equitable claims and reliefs, that would not assist the Defendant’s case. As I have stated, the procedure for enforcing the Award is a statutory mechanism. It is not a common law claim. More importantly, it cannot be reasonably argued that there is no limitation period in respect of enforcement of

an arbitral award. Indeed, under s 6(1)(c) of the Limitation Act, actions to enforce an award are time barred after a period of six years from the date on which the cause of action accrued. There was thus no compelling reason for the doctrine of laches to apply in the present case.

Conclusion

44 For the foregoing reasons, I dismissed the Setting Aside Application.

45 On the issue of costs, I ordered the Defendant to pay the Applicant the costs of and incidental to this application, fixed at \$20,000 (all in).

Sushil Nair
Judicial Commissioner

Chan Michael Karfai (Breakpoint LLC) for the applicant;
Nur Rafizah binte Mohamed Abdul Gaffoor and David Zee Keng
Kok (Joseph Tan Jude Benny LLP) for the defendant.
